

SERIAL 04043 RFP WIRELESS SERVICES (CELLULAR, DATA, PDA'S, PAGERS)
(American Messaging Services -VMS Contract)

DATE OF LAST REVISION: March 26, 2008

CONTRACT END DATE: March 31, 2010

CONTRACT PERIOD THROUGH MARCH 31, ~~2008~~ 2010

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **WIRELESS SERVICES (CELLULAR, DATA, PDA'S, PAGERS)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **March 23, 2005**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

LC/mm
Attach

Copy to: Clerk of the Board
Steve Bartlet, Telecommunications
Deborah Overton, SHERIFF'S
Materials Management

(Please remove Serial 02036-IGA from your contract notebooks)



CONTRACT PURSUANT TO RFP

SERIAL 04043-RFP

This Contract is entered into this 1st day of APRIL, 2005 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and ~~AMERICAN MESSAGING SERVICES~~ ~~VERIZON WIRELESS MESSAGING SERVICES~~ an DELAWARE CORPORATION ("Contractor") for the purchase of PAGER SERVICES and EQUIPMENT.

1.0 TERM

- 1.1 This Contract is for a term of Three (3) years, beginning on the 1st day of April, 2005 and ending the 31st day of March, ~~2008~~ **2010**.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional one (1) year terms up to a maximum of Three (3) additional terms. The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

2.0 PAYMENT

- 2.1 As consideration for performance of the duties described herein, the Contracting Entity shall pay Contractor the sum stated in Final Pricing, attached hereto and incorporated herein as Exhibit "A."
- 2.2 Payment under this Contract shall be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided. Invoices shall contain the following information: purchase order number, item numbers, description of supplies and/or services, contract number, quantities, unit prices, and extended totals and applicable sales tax.

3.0 DUTIES

- 3.1 The Contractor shall provide all services and supplies as stated in the Agreed Scope of Work, attached hereto and incorporated herein as Exhibit "B."

4.0 TERMS & CONDITIONS

4.1 INDEMNIFICATION AND INSURANCE:

4.1.1 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract; except where Customer agrees to indemnify, hold harmless, and defend Carrier against any claims relating to Customer's misuse of service or equipment under this Agreement. Customer agrees to reimburse Carrier for any and all costs and reasonable attorneys' fees incurred by Carrier in defending any claims relating to Customer's misuse of service or equipment.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

4.1.2 Insurance Requirements.

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

CONTRACTOR'S insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

4.1.2.1 Commercial General Liability.

Per the County's request, Contractor will indeed maintain Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit, including coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope

of coverage for liability arising from explosion, collapse, or underground property damage.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

The Commercial General Liability policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause. The policy may, however, contain a provision which would serve to limit third party action over claims.

- 4.1.2.2 Limitation of Liability: Carrier shall not be liable to Customer, its employees, agents, or any third party for injuries to persons or property arising from Customer's use of the services, the wireless equipment or related equipment, or for any defect in the services or equipment. Furthermore, Carrier shall not be liable for the installation, repair or maintenance of the services or equipment by any parties who are not employees of Carrier, or subcontractors of Carrier. Carrier's performance hereunder shall be excused if affected by equipment failure, acts of God, strikes, severe weather conditions, fire, riots, war, earthquakes, equipment or facility shortage or any other event or causes beyond Carrier's reasonable control. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHICH ARE INCURRED BY THE OTHER PARTY AND WHICH ARISE OUT OF ANY ACT OR FAILURE TO ACT RELATING TO THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE CLAIM OR POTENTIAL CLAIM OR OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CARRIER BE LIABLE FOR LOSSES, DAMAGES, OR CLAIMS ARISING OUT OF CUSTOMER'S USE OR ATTEMPTED USE OF EMERGENCY SERVICES, NOR SHALL CARRIER BE LIABLE FOR CUSTOMER'S INABILITY TO ACCESS EMERGENCY SERVICE.

Coverage and Claims. Verizon Wireless Messaging Services (as part of Verizon Wireless, or "Contractor") will indeed purchase and maintain the stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6 or better.

Verizon Wireless will provide only a Certificate of Insurance, as opposed to a policy or other forms.

Verizon Wireless' insurance shall be primary insurance with respect to the operations of the Contractor as opposed to the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Regarding Deductibles or Self-Insured Retentions, Contractor may not secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The insurance policies required by this Contract, except Workers' Compensation and employers' liability, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

- 4.1.2.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be

included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

Automobile Liability. Per the County's request, Contractor *will indeed* maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract.

MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

- 4.1.2.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

CONTRACTOR waives all rights against the Contracting Entities and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

Workers' Compensation. Per the County's request, Contract shall indeed carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

4.1.3 Certificates of Insurance.

- 4.1.3.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

4.1.3.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

4.2 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the MasterCard Procurement Card, or other procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Other Contracting Entities may do the same, at their own discretion.

4.3 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona

For Contractor:

~~VERIZON WIRELESS~~ **AMERICAN MESSAGING SERVICES**
1720 Lakepointe Dr. Suite 100
LEWISVILLE, TX 75057

4.4 REQUIREMENTS CONTRACT:

Contractor signifies its understanding and agreement by signing this document, that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made. Orders will only be placed when the Contracting Entities identify a need and issues a purchase order or request for services.

Contractor shall take no action under this Contract unless specifically requested by contracting entity, which shall submit a written document (Purchase Order, etc.) to Contractor requesting that services or product be delivered.

Contracting Entities reserve the right to cancel purchase orders within a reasonable period of time after issuance. Should a purchase order be canceled, the Contracting Entity agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor pursuant to the purchase order. The Contracting Entity will not reimburse the Contractor for any costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order.

Contractor agrees to accept verbal cancellation of services.

4.5 TERMINATION:

Contracting Entity may unconditionally terminate this Contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.

County may terminate this Contract if Contractor fails to pay any charge when due or fails to perform or observe any other material term or condition of the Contract, and such failure continues for more than ten (10) days after receipt of written notice of such failure from County, or if Contractor becomes insolvent or generally fails to pay its debts as they mature.

4.6 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time

while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.7 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the Contracting Entity may offset from any money due to the Contractor any amounts Contractor owes to the Contracting Entity for damages resulting from breach or deficiencies in performance under this contract.

4.8 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.9 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

4.10 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.11 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.12 AUDIT DISALLOWANCES:

If at any time Contracting Entity determines that a cost for which payment has been made is a disallowed cost, such as overpayment, Contracting Entity shall notify the Contractor in writing of the disallowance. Contracting Entity shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

4.13 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.14 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.15 INTEGRATION

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

ADDRESS

DATE

MARICOPA COUNTY

BY: _____
DIRECTOR, MATERIALS MANAGEMENT

DATE

BY: _____
CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

MARICOPA COUNTY ATTORNEY

DATE

**EXHIBIT A
PRICING**

SERIAL 04043-RFP

PRICING SHEET **NIGP CODE 7255102**

BIDDER NAME: Verizon Wireless American Messaging Services

F.I.D./VENDOR #: W000001527 X

BIDDER ADDRESS: 1720 Lakepointe Drive, Suite 100, Lewisville, TX 75057

P.O. ADDRESS: _____

BIDDER PHONE #: 972-353-1910 602/219-9716

BIDDER FAX #: 214-222-6442

COMPANY WEB SITE: www.verizonmessaging.com www.americanmessaging.com

COMPANY CONTACT (REP): Dana Budinger 602-571-6290 Tiffany Watt
Dana.Budinger@VerizonWireless.com

E-MAIL ADDRESS (REP): Tiffany.Watt@americanmessaging.com

ACCEPT PROCUREMENT CARD: X YES _____ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: _____ YES X NO _____ % REBATE

(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: X YES _____ NO _____ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X YES _____ NO

PAYMENT TERMS:

NET 45 _____ X _____

1.0 PAGER SERVICE & EQUIPMENT (Optional)

Please see the attached *Additional Pricing* page for greater detail.

1.1 PAGER PLANS	Numeric/Alphanum./2-way	
1.1.1 IN AREA	\$1.25 / \$3.50 / \$11.50	PER MONTH
1.1.2 NATIONWIDE	\$7.95 / 13.95 / \$13.75	PER MONTH
1.1.3 Voice Mail	\$1.00 to \$2.00	Per pager per month
1.1.4 Group Paging	\$3.00 for burned in Group;	no chg. for "followers"
1.1.5 Alphanumate Keyboards	\$5.00 each	PER MONTH

PLEASE SEE ATTACHMENT "A" EXHIBIT 1 - FOR ADDITIONAL PRICING

EXHIBIT “A” – 1

DETAILED / ADDITIONAL PRICING INFORMATION

NUMERIC ONE-WAY PAGING

Service	Monthly Rate	Page Allowance Per Month	Charge per Page Over Allowance
Local *	\$ 1.25	3,000	\$ 0.10
Statewide *	\$ 1.25	3,000	\$ 0.10
Regional	\$ 5.00	3,000	\$ 0.10
Nationwide	\$ 7.95	3,000	\$ 0.10

* Local service includes one or more Metropolitan Statistical areas (MSA); Statewide service includes major MSAs within a state.

ALPHANUMERIC ONE-WAY PAGING

Service	Monthly Rate	Page Allowance Per Month**	Charge per Page Over Allowance
Local *	\$ 3.50	3,000	\$ 0.15
Statewide *	\$ 3.50	3,000	\$ 0.15
Regional	\$ 8.50	3,000	\$ 0.15
Nationwide	\$ 13.95	3,000	\$ 0.15

* Local service includes one or more Metropolitan Statistical areas (MSA); Statewide service includes major MSAs within a state. ** Two hundred forty (240) character limit per page.

TWO-WAY PAGING

Service	Monthly Rate	Packet Allowance** Per Month	Charge per Packet over Allowance
Local*	\$ 11.50	50,000	\$0.05
Domestic Nationwide	\$ 13.75	50,000	\$0.05

* Local service includes one or more Metropolitan Statistical areas (MSA). ** 100 characters per packet.

PAGER REPLACEMENT REDUCED COSTS

Unit	Cost
Numeric	\$15.00
Alphanumeric	\$35.00
T900/2-way	\$70.00

Note: Upon notification to the County, VWMS reserves the right to change or discontinue models during the Contract term.

DETAILED / ADDITIONAL PRICING INFORMATION (Continued)

ENHANCED SERVICE OPTIONS

Local Secondary Number	No charge
Toll-Free Number	\$ 3.00 per month
System Greeting	No charge
Custom Greeting	\$ 0.25 per month
Page Saver SM Numeric Retrieval	\$ 0.25 per month
Alpha Re-send	\$ 0.25 per month
Alpha Paging Software	\$ starting at 39.95 per copy
Page Forwarding	\$ 0.50
Group Paging	\$3.00 for 1 st in gp; no chg for additional
Operator Dispatch	\$ starting at 9.95 per month
Voice Mail Level 1 (5 msg, 10 hr ret, 30 sec grt)	\$ 1.00 per month
Voice Mail Level 2 (10 msg, 24 hr ret, 60 sec grt)	\$ 1.50 per month
Voice Mail Level 3 (20 msg, 72 hr ret, 90 sec grt)	\$ 2.00 per month

SHIPPING CHARGES

UPS Ground	No Charge
Federal Express 2nd day	\$ 5.95
Federal Express Next day	\$ 9.95
Federal Express AM Delivery	\$ 12.95
Saturday Delivery	\$ 25.00

EXHIBIT B SCOPE OF WORK 04043

1.0 INTENT

The intent of this Contract is to provide multiple cellular telephone, data, pager and satellite telephone providers for Maricopa County and any other participating public agency in the State of Arizona. Maricopa County will reserve the right to add contractors based on price, service, and/or applicable changes in technology throughout the contract term if deemed in best interest of the County and/or participating entities.

ELIGIBLE AGENCIES (Statewide)

The contract shall be for the use of all Maricopa County and State of Arizona departments, agencies, commissions and boards. In addition, eligible municipalities, counties, universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in any resultant contract applicable entities must have entered into a cooperative purchasing agreement with either Maricopa County or the State of Arizona (per ARS 41-2632).

2.0 SCOPE OF SERVICES

2.1 PAGER SERVICE

- 2.1.1 Contractor shall propose Pager Services if they have these available. They should describe the services and equipment available in detail.

VWMS' portfolio of Products and Services are designed to meet the variety of our Customers' applications. Services range from basic numeric paging to two-way paging, which allows the user to send and receive e-mail messages. VWMS also prides itself in offering a wide variety of enhanced paging services to augment Maricopa County's communications.

- 2.1.2 Provide One Way Digital text, Two-way unlimited, and Alphanumeric services 7 days a week, 24 hours a day, 365 days per year

NUMERIC PAGING

- Receive numeric messages or codes, up to 20 digits in length
- The perfect solution when all that is needed to stay in touch is a phone number
- Convenient, economical and easy to use
- Up to a 20-digit code can be entered via email by using the 10digitpagenumber@myairmail.com

ALPHANUMERIC / TEXT PAGING

- Allows receipt of a text message sent directly to the pager
- Text paging provides full text messaging capability and potentially eliminates the need for a return phone call
- Text paging allows the receipt of messages from email. Co-workers, friends and family can send messages to a name and not a number when the owner of the pager registers at www.myairmail.com

TWO-WAY PAGING

- Full Service: Pager has full two-way capabilities to send and receive messages and reply to incoming messages. Responding messages can be sent to another two-way device or to any e-mail address, including cellular phones.

- **Storing Messages:** when the pager is out of a coverage area, messages will be stored. The messages are delivered when the pager returns to a full service area within 96 hours.
- **VWMS provides the next generation in Advanced Messaging** by way of two-way technology that allows users to reply to a text message.

Two-way pager owners can acknowledge the message upon receipt. If the pager receives a garbled message, the pager will request that the network resend the message, and the resend function will be performed. If the pager cannot receive the message, the network will store the message for up to 96 hours, while it continues to try to find the pager and deliver the message. When the pager is turned off, changes coverage areas or is out of the coverage area, the system will deliver the stored messages when it locates the pager or the pager returns to a coverage area. A total of 25 stored messages can be delivered based on a first-in-first-out methodology.

TWO-WAY PAGING PACKET DEFINITION:

The Two-Way rate includes a specified number of packets. Each packet contains 100 characters, with spaces counting as one character. Messages longer than 100 characters are rounded up to the next packet. For example, a 176-character packet (or message) is rounded-up to 200 characters, or two packets. Numeric messages, replies after the first canned reply, and voice mail notification each count as one packet. Unused packets do not carry forward to the next billing period. Wireless e-mail service receives messages up to 20,000 characters or 20kb, 500 characters at a time, including sender, subject, spaces, and message text and does not provide the capacity to receive or view attachments.

- 2.1.3 Proposers shall propose both in area and out of area plans

VWMS provides paging on four nationwide frequencies and numerous 900 MHz local frequencies, with coverage in all 50 states, the top 150 major metro areas, and beyond. VWMS offers the following coverage plans:

- *Local - Includes one or more Metropolitan Statistical Areas (MSA)*
- *Wide Area / Statewide* - Includes major MSAs within a State. Not available in all markets.*
- *Regional United States - Please refer to the VWMS' map or at www.verizonmessaging.com*
- *Nationwide*

Actual coverage may vary due to terrain, weather, building density, interference, and equipment failures. No wireless coverage is 100% accurate at all times.

- 2.1.4 Voice mail

- 2.1.5 News options

- 2.1.6 Group paging controlled by department, possibly through web access control

GROUP PAGING is defined as the same message being distributed to pre-established group lists(s), managed by the customer. Group paging can be accomplished by the use of the alpha paging software, utilizing a distribution list; or by means of the most common method, which involves VWMS "burning in" common capcodes prior to shipping the pagers to Contracting Entities. Additionally, for select locations that manage a large quantity of units that need Group Paging functionality, VWMS will

supply programming cradles whereby Contracting Entities personnel may apply this function on site.

- 2.1.7 Provide coverage in basement of county complex for receiving and sending pages. County Complex runs from 1st Ave to 6th Avenue, Jefferson St. to Jackson St.

Primary focus is 102 W. Madison. Desirable for County Jail location

If necessary, VWMS can provide additional equipment to enhance Maricopa County's paging coverage, particularly at the County Complex from 1st Avenue to 6th Avenue, and the County's location at 102 W. Madison, as specified in the RFP document. VWMS has successfully used several different methods of attaining building penetration in areas such as basements, computer rooms and tunnels. The different methods are as follows:

- *Low Power Transmitter - This is a small 1- to 2- watt transmitter located in a problem area of the respective facility, designed to help eliminate any intermittent paging.*
- *Down Tilt Antenna - This apparatus sends a signal at a more direct position to a problem area. For example, if Verizon Wireless Messaging Services has a nearby transmitter and pages are not being received in a basement, the antenna could be tilted down for better reception.*
- *Full Power Transmitter – This equipment is placed at a specific County location, and would most likely resolve any paging reception within a problem building. However, Verizon Wireless Messaging Services uses this method only if all other methods do not provide satisfactory results.*

Upon award of a Contract award, Verizon Wireless Messaging Services will show proof of contract with non-owned facilities for repeater sites.

- 2.1.8 Specify backup strategy for paging should web site become inoperative. (i.e. Keyboard alphanimates)

A person sending a message to a VWMS Alphanumeric or Advanced Messaging pager can send the message using one of the following methods:

- *SNPP – Simple Network Paging Protocol, via "telnet" to the VWMS server.*
- *WCTP – Wireless Communication Transfer Protocol, for the secure transmission from automated, server-based systems to two-way pagers*
- *Paging Software – stand alone and network version programs are available. Specific versions of software will aid in the County's need to transfer or import pager data among locations.*
- *Via the Internet - www.myairmail.com from any computer use 10-digit pager#@myairmail.com*
- *Email – any e-mail program can dispatch alphanumeric messages to VWMS alpha customers using 10-digit pager#@myairmail.com*
- *Keyboards / Paging Terminals – an excellent back-up method should the web site become inoperative*
Operator Dispatch -- phone in messages to the VWMS National Dispatch Center

- 2.1.9 Provide means to import a data file to the backup so that manual entry is not required for each backup location.

- 2.1.10 Specify your company's procedure to add additional sites for coverage, in particular at an entity owned facility.

See Section 2.1.7

2.3 CURRENT PRODUCTS

All equipment, materials, parts and other components incorporated in the work or covered by this contract shall be NEW, in current and ongoing production: shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (pay customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation. Occasionally departments may request refurbished equipment for special utilization programs.

2.4 DATA TO BE SUBMITTED

At the time of submitting their proposal, each proposer must submit complete technical information, graphs, photographs, diagrams, instruction manuals and other means, to fully describe their equipment. In the event the published literature furnished by the proposer is at variance with the minimum requirements of any item of this specifications, the proposer shall explain in detail, with full engineering support data, the reasons why the proposed service and equipment will meet the county's specifications. Failure to supply complete technical and operational information may be sufficient cause for rejection of a proposal.

2.5 DEVELOPMENT DATA

The vendor shall agree to supply free of charge all information which may be the result of future development and experimentation by which the performance and efficiency of the equipment purchased under this specification may be improved or modernized. Any software defects shall be corrected by the vendor by installing new software on units previously sold under this contract, or by swapping for an upgraded unit without the software defect.

2.6 WORKMANSHIP

All equipment supplied shall be of the latest, most improved model, past the development state and currently in factory production with a satisfactory performance record as evidenced by vendor supplied data and as determined by Contracting Entity.

2.7 USAGE REPORTS

The Contractor shall furnish requesting entities a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the requesting entity and shall disclose the quantity and dollar value of each contract item by individual unit.

2.8 SYSTEM OUTAGE REQUIREMENTS

Describe your process to deal with any RF interference issues. In particular, with existing facilities that have 800 MHz radio system in use.

Describe your process for notification of system outages.

Describe your process for crediting accounts for extended service interruptions.

Regarding Network Priority during declared states of public emergency, this practice was started in the paging industry many years ago for the sole intention of sending certain organizations' pages faster than others because of the nature of their business, which were typically emergency related. With the current regulations in place, if VWMS were to provide priority paging to Contracting Entities, we would be required to offer it to other customers who requested it, thus negating the purpose of priority paging. With that in mind, VWMS chooses instead to manage all traffic efficiently so that information is delivered in a timely manner. During normal operation with no

abnormalities, Verizon Wireless Messaging Services' average transmittal time is less than 45 seconds.

The following methods of transmission are employed on the majority of VWMS' present operating systems:

- *Satellite delivery of paging information for greater coverage*
- *Frame Relay providing interconnectivity of paging terminals and satellite links*
- *Redundancy to provide continuous service in the unlikely event of an outage*
- *Data network topologies utilizing TCP/IP and SNMP, which help VWMS to manage its network*
- *Automatic diagnostics and alarming to minimize downtime*
- *Fiber Optic Telco connections, where available, for improved reliability*
- *Interconnect route diversity to maintain service in the event of a landline-based problem*

Although VWMS has not experienced significant outages with its robust system architecture, the company employs redundancy in all critical terminal power plants. Battery back-up and, in most cases, a permanent back-up generator ensure minimal down time for customers. VWMS' 900 MHz satellite controlled paging systems have both redundant encoding equipment and satellite transmitters, in addition to duplicate telephone facilities, all located at the satellite up-link. VWMS' terminal networking is accomplished via state of the art networks, backed up in the event of failure by dial-up phone lines or satellite back-hauls. VWMS' terrestrial link transmitter systems also employ fully redundant link transmitters. On systems where redundancy is not available, ample spares are always inventoried to minimize the impact of failure.

VWMS' network is monitored for system performance and throughput. Any time the local system is observed to be malfunctioning or delayed in processing paging traffic, an internal monitoring team contacts the affected regional technical team, or on-call personnel if after hours, and immediately requests investigation to confirm system performance and/or correct the fault in the network. The local technical staff, Core Monitoring and Network Engineering groups have staff on-call 24 x 7 x 365. When an outage is reported, an e-mail alert is generated indicating the area, the problem and the particular services that are affected. This alert goes to all Technical staff, Engineering headquarters staff, Core Systems and Network Engineering staff, in addition to the Major Account Executives and company Management.

When the network delay has been corrected, the appropriate personnel send an "all-clear" e-mail update to the alerted parties. Upon request, the Contracting Entity will receive a pro-rated credit for the time period that paging services were not available to their users.

Any scheduled repairs, modifications, or upgrades to peripheral equipment that may result in a service outage will be performed between the hours of 12:00 Midnight and 5:00 AM Local time.

2.8 WARRANTY

Information Regarding Warranties: Carrier agrees to assign to Customer any of the manufacturers' consumer warranties received by Carrier and intended for the end user with respect to the wireless equipment. CUSTOMER ACKNOWLEDGES THAT CARRIER IS NOT THE MANUFACTURER OF THE WIRELESS EQUIPMENT AND CUSTOMER AGREES THAT CARRIER HAS NOT MADE AND MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION OR QUALITY OF THE WIRELESS EQUIPMENT. WITH RESPECT TO CARRIER, CUSTOMER PURCHASES OR LEASES THE WIRELESS EQUIPMENT "AS IS". CARRIER SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LOSS, DAMAGE OR EXPENSE OF ANY KIND OR

NATURE CAUSED DIRECTLY OR INDIRECTLY BY THE WIRELESS EQUIPMENT, OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USE OF THE WIRELESS EQUIPMENT, OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWSOEVER CAUSED UNLESS LOSS OR DAMAGE IS DIRECTLY CAUSED BY CARRIER'S WILLFUL MISCONDUCT. CUSTOMER ACKNOWLEDGES THAT DISSATISFACTION WITH THE WIRELESS EQUIPMENT WILL NOT RELIEVE CUSTOMER OF ANY OBLIGATION UNDER THIS AGREEMENT. NOT WITHSTANDING THE ABOVE, CUSTOMER MAY RETURN THE EQUIPMENT PER THE TERMS OF SECTION 5 HEREIN.

2.9 MAINTENANCE (Local)

In order to assure that any ensuing contracts will provide the necessary maintenance support required for the equipment specified, each potential contractor must have local maintenance facilities or have specific agreements in force with a third party to provide local maintenance. Each maintenance facility must be staffed by trained technicians and have sufficient parts inventory in order to provide quality service on the equipment specified. Maricopa County and/or the State of Arizona may inspect the maintenance facility to determine adequacy.

2.10 ON-GOING SYSTEM EVALUATION SAMPLE UNIT

Each successful vendor awarded at least one portable unit on contract under this proposal, and who also provides digital or analog carrier service, shall provide, at no cost, a long term carrier service evaluation portable unit. This unit will be used for continuous evaluation of coverage requirements as specified in this document and for various departments and agencies to determine carrier suitability for their needs. This evaluation sample will be retained by the contracting entity for the duration of the contract or as needed. The sample provided may be the lowest line portable unit of the vendor for the digital and analog category, accepted on the contract. This provision would be applicable to all contracting entities.

2.11 USER INSTRUCTION MANUAL

One manual shall be furnished for each radiotelephone unit supplied under this Proposal. Proposers agree to provide on site training of users in a group class environment if necessary with as one week notice. Additionally, the user manuals can be made available on CD or available for download/viewing via website link.

2.12 THIRD PARTY BILLING

Any Contractor that is granted business as a result of this Contract is responsible for subsequent billing. Although selected material and services may be supplied by third-party vendors, no third party billing will be accepted by contracting entities.

~~VERIZON WIRELESS~~ AMERICAN MESSAGING SERVICES, 1720 LAKEPOINTE DRIVE SUITE 100,
LEWISVILLE, TX 75057

PRICING SHEET ~~S048102/B0700114~~/NIGP CODE 7255102

Terms:	NET 45
Vendor Number:	W000001527 X
Telephone Number:	602/219-9716
Fax Number:	214/222-6442
Contact Person:	Tiffany Watt
E-mail Address:	Tiffany.Watt@americanmessaging.com
Company Web Site:	www.americanmessaging.com
Contract Period:	To cover the period ending March 31, 2008 2010.